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Refugee School Impact Grant General Terms and Conditions and Scope of Work

By submitting an application for funding, the applicant understands that as a condition of funding, successful applicants (Grantees) agree to the following general terms and conditions and scope of work.

GENERAL TERMS AND CONDITIONS

1. Undertake, carry out, and complete, in a competent manner, all of the work and services set forth in this Scope of Work and the Grantee's approved application for funding.
2. Abide by all requirements in the Office of Refugee Resettlement (ORR) funding notice, Refugee School Impact Grant (RSIG) announcement, Request for Applications, school district application, and any other requirements related to the RSIG program.
3. Expend funds as described in the approved application unless prior written permission is granted by the California Department of Social Services, Refugee Programs Bureau (RPB).
4. Identify and serve eligible refugee students as defined in Title 45 Code of Federal Regulations (CFR) Sections 400.43 and 401.2, and other relevant statutes, regulations and guidelines, and keep student and eligibility records available for review by the United States (U.S.) Department of Health and Human Services/Administration for Children and Families (DHHS/ACF), ORR, and RPB at all times.
5. Maintain and manage records of participating RSIG students, program activities, and expenditures in accordance with all applicable federal and California state privacy laws.
6. Use the funds from this program to provide allowable supplementary educational activities and support services to eligible refugee students.
7. Submit the RSIG Semi-Annual Progress Report to the RPB by the due dates specified.
8. Submit the RSIG Final Performance Report, covering the two-year grant cycle, to the RPB by the due date specified.
9. Participate and present at conferences and workshops, at the request of RPB, in order to (1) disseminate and share RSIG program knowledge and best practices,

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(2) network and exchange information with other organizations regarding the RSIG, and (3) disseminate information regarding federal grant activities.

10. Certify, to the best of the Grantee's knowledge and belief, that the Grantee, subgrantees, or subcontractors are not debarred or suspended from federal financial assistance programs and activities or proposed for debarment, declared ineligible or voluntarily excluded from participation in covered transactions by any federal department or agency. The Grantee also certifies that the Grantee, subgrantees, or subcontractors are not listed on the Excluded Parties Listing System (www.epls.gov).

These provisions have no force or effect until a Standard Agreement Form is signed by both parties. A grant award is not legally in effect until approved by RPB and the authorized Grantee agent.

The Standard Agreement may be terminated without cause by either party by giving 30 calendar days advance written notice by certified mail to the other party. The notification shall state the effective date of the termination. RPB shall pay only the reasonable value of the satisfactory services rendered, as determined in RPB's sole discretion, through the date of termination.

SCOPE OF WORK

The RSIG program is authorized by section 412(c)(1)(A)(iii) of the Immigration and Nationality Act (8 U.S.C. 1522 (c)(1)(A)), as amended. The funding available under this program is designed to support local school systems that are impacted by significant numbers of newly-arrived refugee children. The primary focus of this grant is to help newly-arrived refugee school-age children who are making major initial adjustments and school-age children who have been in the U.S. for three years or less and face persistent and continuing challenges in school.

ORR has awarded RPB funding for the RSIG grant period of September 15, 2012 through August 14, 2013 to provide supplemental educational/support services to school-age refugee children. RPB is awarding grants to up to six school districts for the provision of services in the following eligible counties: Alameda, Los Angeles, Orange, Sacramento, San Diego, and Santa Clara.

RPB will apply to ORR for continuation funding for the 2013-14 grant period subject to the satisfactory progress of the California RSIG projects and the availability of funds. Continued funding for school districts is subject to the satisfactory progress in their RSIG projects and the availability of federal funds. Awards shall be based on one-year budget periods.

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I. THE PARTIES

A. This Agreement is between successful applicants (Grantees) and the RPB.

II. GRANTEES' RESPONSIBILITIES

The Grantees shall:

- A. Identify and serve eligible refugee students as defined in Title 45 CFR Sections 400.43 and 401.2 and other relevant statutes, regulations, and guidelines. Maintain copies of federal documentation, as listed in State Letter 00-17, that verifies eligibility of participants and make these copies available for review and/or audit by DHHS/ACF, ORR, and RPB.
- B. Collaborate and provide evidence of collaboration as instructed by RPB with the county refugee coordinator (CRC), one voluntary agency (VOLAG), and three service providers. This collaboration must be documented as on-going, and serve as a critical component to the program's design, implementation, and operations. (Grantees are also required to attend the local refugee forum meetings if forum meetings are held in the area.)
- C. Provide prompt and unrestricted access to RPB to any documentation, files, reports, materials, or data assembled/developed by Grantee for the RSIG, and maintain:
 - a. individual student files that include, but are not limited to, the following performance measures and documentation:
 - 1. English language and math grades, standardized testing, and/or pre-post test results that, to the extent possible, measure the impact of RSIG activities on the refugee student
 - 2. school/RSIG program attendance records
 - 3. acceptable documentation of participants' eligibility for RSIG services
 - b. complete records of program activities and expenditures of the RSIG that include, but are not limited to, the following performance measures:
 - 1. number of students served by activity
 - 2. number of students projected to complete/completed grade level or graduation requirements
 - 3. school/RSIG program attendance records
 - 4. documentation of the provision of services
 - 5. evidence of collaboration with CRCs, VOLAGs, and service providers
- D. Expend RSIG funds only for those activities that are allowed under the grant, including but not limited to (unless prior written approval from RPB has been obtained by the Grantee):
 - 1. supplemental English-as-a-Second Language instruction
 - 2. development and use of school curricula that encourage optimum learning and acquisition of necessary skills

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3. after-school tutoring programs focused on helping refugee students understand and complete assignments
 4. after-school/summer programs that support remedial work or promote school readiness
 5. parental involvement programs
 6. mentoring
 7. interpreter services for parent/teacher meetings and conferences
 8. services of bilingual/bi-cultural counselors and aides
 9. staff training on refugees' culture and use of English as a Second Language teaching materials
 10. utilization of modern technology deemed to speed up English language acquisition and other school related skills
 11. utilization of special educational materials proven to help children with learning disabilities
 12. evaluation of the effectiveness/outcomes of the services provided
 13. other activities approved in writing by the RPB prior to implementation
- E. Implement the program and expend the funds as described in the approved application unless written permission is granted by RPB for any modifications.
- F. Submit an application for funding for the August 15, 2013 to August 14, 2014 grant period by the due date specified and in compliance with the RPB Request for Applications (RFA) specifications. Continuation funding is subject to RPB receipt of funding from ORR and satisfactory progress of RSIG programs.
- G. Provide RSIG Semi-Annual Progress Reports in the format and within the time frames specified by RPB. The reporting periods and reporting dates are listed below:

Period Covered	Due to RPB
09/15/2012 – 02/14/2013	02/28/2013
02/15/2013 – 08/14/2013	08/30/2013

NOTE: These reports from the Grantee are an integral part of the state's ability to meet federal RSIG requirements. Completion of reports is the Grantee's responsibility.

- H. Provide RSIG Final Performance Reports in the format and within the time frame specified by RPB.
- I. Provide RSIG Expenditure Reports, school district invoices, and supporting documentation on a quarterly basis in the format and within the time frames specified by RPB (See page 10 for due dates).
- J. Meet with RPB staff as necessary regarding the operation of the RSIG program.

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- K. Reimburse RPB for any disallowed costs as determined by a state and/or federal audit or review.
- L. Abide by all requirements in the RSIG announcement, RFA, school district application, ORR funding notice, and any other requirements related to the RSIG program
- M. Perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 as mandated by the federal Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations." Failure to comply may be cause for disqualification from participating in the RSIG.
- N. Provide a copy of the annual A-133 financial and compliance audit report to RPB within 30 days of receipt from the independent auditors by the school district. Grantees should report to RPB of any significant A-133 audit findings. Failure to comply may be cause for disqualification from participating in the RSIG.
- O. Ensure that federal RSIG funds are expended in accordance with the uniform administrative requirements and cost principles of 45 CFR, Part 74 (Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-profit Organizations, and Commercial Organizations). Grantees are responsible for ensuring that RSIG funded activities comply with all applicable federal and state laws.
- P. Abide by the provisions of the Consolidated Appropriations Act, 2012 (Public Law 112-74), enacted December 23, 2011, which limits the salary amount that may be awarded and charged to DHHS/ACF grants and cooperative agreements. This law places a salary cap of \$179,700 on the executive salary that may be funded using RSIG monies. Awards funded under the RSIG may not be used to pay the salary, or any percentage of salary, to an individual for any amounts above the \$179,700 salary cap. Any portion of the salaries that is above the cap must be funded with other monies. This salary limitation also applies to subawards/subcontracts under an ACF grant or cooperative agreement. Additional information may be accessed at: <http://www.gpo.gov/fdsys/pkg/PLAW-112publ74/pdf/PLAW-112publ74.pdf>
- Q. Amendments to the Scope of Work must be initiated in writing by either RPB or the Grantee, and must be approved in writing by both parties, before any changes can be implemented.

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III. RPB RIGHTS AND RESPONSIBILITIES

RPB shall:

- A. Provide program consultation and technical assistance to the Grantee. An RPB Grants Manager will be assigned to assist the Grantee. The Grants Manager will be the primary contact responsible for consultation and assistance to the project.
- B. Monitor and evaluate the Grantee's performance, expenditures, and service levels for compliance with grant requirements. RPB may review data, eligibility documentation, materials, publications, curricula used by the project, etc., and all fiscal records related to the program. Grant monitoring shall be accomplished in a manner, location, and time at the sole discretion of RPB.
- C. Provide the Grantee with reporting forms and/or formats and time frames for submission of reports.
- D. Evaluate Grantee's semi-annual report for compliance and provide a written response within 15 days of receipt if the report is determined inconsistent with reporting requirements. Grantees are to comply with RPB's written response, including requested due dates.
- E. Review all invoices submitted by Grantee for allowable costs and approve for payment as appropriate, as determined in RPB's sole discretion, and conditioned on the availability of funds.
- F. Retain the right to modify the program and this Scope of Work based on the results of its evaluation and review. RPB may use the results of the evaluation and monitoring review in future grant decisions. The evaluation shall include, but is not limited to grant compliance, effectiveness of planning, and program results.
- G. Reimburse for necessary travel and transportation expenses. Expenses for out-of-state or international travel are not allowed.

IV. Budget Detail and Payment Provisions

A. Fiscal Provisions

- 1. Payment is to be paid Grantee, as provided herein, shall be in compensation for Grantee's expenses incurred in the performance hereof, including travel, unless otherwise expressly so provided.
- 2. The maximum amount payable to Grantees shall not exceed the award amount for the two-year project period, subject to continued federal funding.

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3. Grantee shall maintain accurate and complete financial records of costs and operating expenses. Such records shall reflect the actual cost of services described herein for which reimbursement is requested.
4. Upon satisfactory performance of the services provided by the Grantee under this Scope of Work, as determined in RPB's sole discretion, RPB agrees to pay when invoices are submitted. Payments will be made on the basis of the Grantee's submitted and approved budget.
5. Changes may be made to individual line items in the Budget subject to prior written approval by RPB. Changes to the line-item budget may be made if the Grantee adequately documents the need for change, the changes do not violate grant requirements, and RPB provides prior written approval. Grantee shall submit a written request to the RPB project analyst for budget/program modification, explain the need for change(s), and specifically identify the item(s) to be reduced or increased, before such changes are made.
6. RPB reserves the right to deny requests for reimbursement of any expenditure in excess of any line item in the budget.
7. Grantees will be reimbursed for services provided in accordance with the grant through the invoice process in accordance with CDSS and the State Controller's Office regulations and rules. The request for payment must include the RSIG Expenditure Report, invoice on official school letterhead, and supporting documentation, and be submitted on a quarterly basis (see page 10 for due dates) to RPB.
8. Purchase of any electronic devices or computer-related software (i.e., laptops, computers, printers, copiers, iPads, e-readers, Rosetta Stone or other software programs, etc.) must be included in the original RSIG application. Requests to purchase such items, in deviation from the original application, must be submitted in writing to RPB and include the reason for the purchase, how it relates to the RFA, how it will be used in the classroom, how it benefits refugee students, and how the equipment will be disposed of after the project ends. The Grantee must obtain written RPB approval prior to the purchase. RPB may not reimburse invoices that do not meet these requirements.
9. Purchases of equipment, supplies, and other items in excess of \$500 must be accompanied with supporting documentation and must be included with the invoice for reimbursement. RPB may not reimburse invoices that do not meet these requirements.
10. Minor corrections on invoices, such as mathematical errors, may be made by CDSS. Invoices that require major corrections, such as improper completion of the invoice, invoices without authorized signatures, or invoices which have been significantly altered, will not be processed and will be returned to the Grantee with an explanation of the problem and may delay payment of the invoice.

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11. Final invoices for the entire two-year RSIG grant cycle must be submitted by **September 30, 2014**, 45 calendar days after the end of the grant period. Failure to comply with this provision will jeopardize payment unless the Grantee has received written approval of an extension from RPB prior to the expiration of the 45-day period.

B. Invoicing and Payment

1. The maximum amount payable to a Grantee shall not exceed the award amount for the two-year project period, subject to continued funding.
2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), RPB agrees to reimburse the Grantee for said services.
3. Grantee shall submit the request for payment for the 2012-13 grant period using the RSIG Expenditure Report Form, along with an invoice on official school letterhead and supporting documentation on a quarterly basis by the due dates below:

Period Covered	Expense Claim Due to RPB
09/15/2012 – 11/14/2012	12/01/2012
11/15/2012 – 02/14/2013	03/01/2013
02/15/2013 – 05/14/2013	06/01/2013
05/15/2013 – 08/14/2013	09/01/2013

4. Invoices shall include the RPB Grant Number, and be signed by the authorized representative in blue ink, and submitted on district letterhead to:

California Department of Social Services
Refugee Programs Bureau
ATTN: KJ Evans
744 P Street, MS 8-9-646
Sacramento, CA 95814

5. Invoice payment will be conditioned upon the timely receipt by RPB of the RSIG Semi-Annual Progress Reports and RSIG Final Performance Report from the Grantee within the specified due dates and in a manner acceptable by the RPB. If acceptable reports are not received or a request for extension of a due date has not been granted by RPB, invoices will not be processed and will be returned to the Grantee.

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C. Advancing Funds

1. RPB agrees to advance a Grantee up to 25 percent of the total grant amount upon receipt of an advance request. The request for an advance shall be submitted in writing on official letterhead with an original signature in blue ink from an authorized or designated representative.

D. State Budget Contingency Clause

1. It is mutually agreed that if a Budget Act of the current state fiscal year (SFY) and/or any subsequent SFYs covered under this Scope of Work does not appropriate sufficient funds for the program, this Scope of Work shall be of no further force and effect. In this event, RPB shall have no liability to fund or reimburse Grantee whatsoever or to furnish any other consideration under this Scope of Work, and Grantee shall not be obligated to perform any provisions of this Scope of Work.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, RPB shall have the option to either cancel this Agreement with no liability occurring to RPB, or offer an amendment to Grantee to reflect the reduced amount.
3. It is mutually understood that authority for RPB to award grants and reimburse Grantees for allowable expenditures is dependent upon the appropriation of funds within a state Budget Act. As a result, funding will not be released to Grantees until such authority has been given by the passage/signing of the Budget Act.

E. Federal Funds

1. This Scope of Work is valid and enforceable only if sufficient funds are made available to RPB by the United States Government for the term of Scope of Work for the purposes of this program. In addition, this Scope of Work is subject to any additional restrictions, limitations, or conditions enacted by Congress or any statute enacted by Congress or any other federal regulations or guidelines issued by any federal agency which may affect the provision, terms, or funding of this Scope of Work in any manner.
2. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Scope of Work shall be amended to reflect any reduction of funds.